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Attorneys for Plaintiffs
WARNER BROS. RECORDS INC.;
VIRGIN RECORDS AMERICA, INC.;
BMG MUSIC; MAVERICK
RECORDING COMPANY;
INTERSCOPE RECORDS; SONY
BMG MUSIC ENTERTAINMENT;
and ARISTA RECORDS LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WARNER BROS. RECORDS INC., a
Delaware corporation; VIRGIN
RECORDS AMERICA, INC., a
California corporation; BMG MUSIC,
a New York general partnership;
MAVERICK RECORDING
COMPANY, a California joint
venture; INTERSCOPE RECORDS, a
California general partnership; SONY
BMG MUSIC ENTERTAINMENT, a
Delaware general partnership; and
ARISTA RECORDS LLC, a Delaware
limited liability company,

Plaintiffs,

vs.

Yoo-Min Lee,

Defendant.

Case No.: 3:07-cv-03094-CW (EMC)

Hon. Claudia Wilken

STIPULATION TO JUDGMENT
AND PERMANENT INJUNCTION

1 Plaintiffs and Defendant hereby stipulate to the following terms, and that the
2 Court may enter a final Judgment and Permanent Injunction in favor of Plaintiffs and
3 against Defendant without further notice or appearance by the parties, as follows:
4

5 1. Defendant shall pay to Plaintiffs in settlement of this action the sum of
6 \$15,580.00.
7

8 2. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and
9 service of process fee) in the amount of \$420.00.
10

11 3. Defendant shall be and hereby is enjoined from directly or indirectly
12 infringing Plaintiffs' rights under federal or state law in any sound recording, whether
13 now in existence or later created, that is owned or controlled by Plaintiffs (or any
14 parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs' Recordings"),
15 including without limitation by:
16

17 a) using the Internet or any online media distribution system to
18 reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute
19 (i.e., upload) any of Plaintiffs' Recordings, or to make any of
20 Plaintiffs' Recordings available for distribution to the public, except
21 pursuant to a lawful license or with the express authority of Plaintiffs;
22 or
23

24 b) causing, authorizing, permitting, or facilitating any third party to
25 access the Internet or any online media distribution system through
26 the use of an Internet connection and/or computer equipment owned
27 or controlled by Defendant, to reproduce (i.e., download) any of
28

1 Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs'
2 Recordings, or to make any of Plaintiffs' Recordings available for
3 distribution to the public, except pursuant to a lawful license or with
4 the express authority of Plaintiffs.

5
6 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or
7 any third party that has used the Internet connection and/or computer equipment
8 owned or controlled by Defendant has downloaded without Plaintiffs' authorization
9 onto any computer hard drive or server owned or controlled by Defendant, and shall
10 destroy all copies of those downloaded recordings transferred onto any physical
11 medium or device in Defendant's possession, custody, or control.

12
13 4. Defendant has been properly and validly served with the Summons and
14 Complaint in this action, and is subject to the jurisdiction of the Court.

15
16 5. Defendant irrevocably and fully waives notice of entry of the Judgment
17 and Permanent Injunction, and understands and agrees that violation of the Judgment
18 and Permanent Injunction will expose Defendant to all penalties provided by law,
19 including for contempt of Court.

20
21 6. Defendant irrevocably and fully waives any and all right to appeal the
22 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain a
23 new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity
24 or enforceability.

25
26 7. Nothing contained in the Judgment and Permanent Injunction shall limit
27 the right of Plaintiffs to recover damages for any and all infringements by Defendant

1 of any right under federal copyright law or state law occurring after the date
 2 Defendant executes this Stipulation to Judgment and Permanent Injunction.

3
 4 8. Defendant acknowledges that Defendant has read this Stipulation to
 5 Judgment and Permanent Injunction, and the attached [Proposed] Judgment and
 6 Permanent Injunction, has had the opportunity to have them explained by counsel of
 7 Defendant's choosing, fully understands them and agrees to be bound thereby, and
 8 will not deny the truth or accuracy of any term or provision herein. Defendant is at
 9 least 18 years old and is otherwise legally competent to enter into this Stipulation to
 10 Judgment and Permanent Injunction.

11
 12 9. The Court shall maintain continuing jurisdiction over this action for the
 13 purpose of enforcing this final Judgment and Permanent Injunction.

14
 15 Dated: 8/29/08

HOLME ROBERTS & OWEN LLP

16
 17 By 

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Attorneys for Plaintiffs

24 Dated: 8/28/08

25
 26 By 

27 Yoo-Min Lee, *in propria persona*

1 Dated:

9/29/2009

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2 By



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